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ULTIMATE SPIDER-MAN

September 2005

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LIVE

ONLINE ENABLED

X-MEN LEGENDS II

RISE OF APOCALYPSE II



ACTIVISION

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About Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these "photosensitive epileptic seizures" while watching video games.

These seizures may have a variety of symptoms including: lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms—children and teenagers are more likely than adults to experience these seizures.

The risk of photosensitive epileptic seizures may be reduced by:

- sitting farther from the television screen,
- using a smaller television screen,
- playing in a well-lit room, and
- not playing when you are drowsy or fatigued.

If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing.

Avoid Damage to Your Television

Do not use with certain televisions. Some televisions, especially front- or rear-projection types, can be damaged if any video games, including Xbox games, are played on them. Static images presented during the normal course of game play may "burn in" to the screen, causing a permanent shadow of the static image to appear at all times, even when video games are not being played. Similar damage may occur from static images created when placing a video game on hold or pause. Consult your television owner's manual to determine if video games can be safely played on your set. If you are unable to find this information in the owner's manual, contact your television dealer or the manufacturer to determine if video games can be played on your set.

Other Important Health and Safety Information

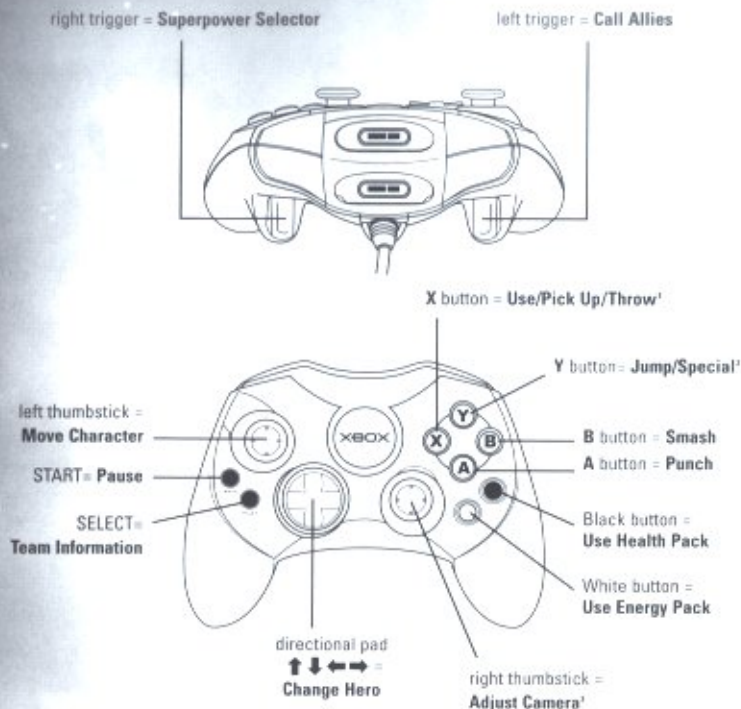
The Xbox Instruction Manual contains important safety and health information that you should read and understand before using this software.

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Gameplay Controls



- 1 Use in combination with any left thumbstick direction to throw enemies.
- 2 Double-tap activates Ice Slide and Flying Mechanic.
- 3 Up and down changes the zoom setting, click to toggle mini-map.

Basic Navigation

To select menu options, use the ↑ and ↓ directional buttons to navigate the menu options. Highlight the desired option and press the **A** button to accept. To select a menu option, follow the on-screen button prompts and press the **A** button to accept and the **B** button to go back to navigate through the menu options.

Combat Basics

- A A A** = Triple Hit
- A B B B** = Knockback
- A A B** = Pop-up
- A B A** = Trip
- B A B B** = Stun

Pull & Hold R Trigger + :

- Y** button = Xtreme Power
- A** button = Superpower 1
- B** button = Superpower 2
- X** button = Boost

The X-Men™ Legends Saga Continues

In a legendary battle for the streets of New York, Professor Charles Xavier and his X-Men restore stability to the world by defeating Magneto™ and his army of Sentinel Robots. Following this magnificent achievement, Xavier and the X-Men return to the X-Mansion to recharge. With Magneto out of the picture, the X-Men finally have a chance to relax.

However, Xavier's mind is still unsettled. During a routine exercise with Cerebro, Professor X detects some strange activity in a remote area of Egypt. Unfortunately, Xavier is unable to investigate this disturbance further because of an obligation to speak at an International Convention for Mutant Awareness. Instead, he assembles a team of X-Men to investigate.

While Cyclops leads a group of X-Men through oppressive heat waves and vicious sandstorms in the Egyptian deserts, a message comes in from Beast: "Return to the X-Mansion at once! Xavier and Polaris have vanished!"

In the time it takes the X-Jet to fly across the Atlantic Ocean, the story hits the international news headlines. Reports from all over the globe inform the masses about this series of unprecedented events. First, a merciless raid at the International Conference for Mutant Awareness, and second, a monumental battle in the skies of the Southern Hemisphere above the Dead Zone. As the story unfolds, most of the details are unclear, but one fact is clear in all the reports, that Professor Xavier and Polaris have been abducted.

Main Menu



New Game—Start a new game.

Load Game—Continue an existing saved game from your last save point.

Danger Room—Start a variety of multiplayer games. Not available until level 6 in Story mode is reached.

Review—View unlocked cinematics, concepts, comic art and load screens.

Options—Set your sound, camera and controller vibration options. You can also view the controller layout.

Xbox Live*—Access online gameplay.

X-Men Legends II: Rise of Apocalypse



*"It seems we both have a
grievance with Apocalypse."
—Magneto*

The *X-Men* universe is brought to life in a high-action role-playing game that takes you, your favorite heroes and their traditional enemies through an unprecedented adventure. Get ready to take control of a team of X-Men and Brotherhood, travel to exotic locations and embark on daring missions in a quest to save the world from a new face of evil.

X-Men Legends II: Rise of Apocalypse allows you to live the adventure while assembling your favorite team, customizing your heroes' character development and launching them into a story of epic scope. It's up to you to decide the fate of the world!

Teaming Up

X-Men Legends II: Rise of Apocalypse is all about customizing your personal team of super heroes. As you progress through the game, you can pick unique teams for every environment, or if you choose, use one team of all-stars from start to finish. The choice is yours. You can also change your team composition at Xtraction Points. These blue X icons don't appear around every corner, so pick your team wisely.

Once in the game, your allies will follow you, use their powers and attack your enemies. Whenever you want your friends at your side, simply pull the Call Allies trigger. During combat, pull the Call Allies trigger to instruct your allies to attack your nearest target with their selected power.



*"Juggernaut, Bishop, take the right side.
Toad and I will take the left."
—Cyclops*

Unique Power Combos

There are many unique power combinations that inflict extra damage and earn bonus experience. Practice various combinations using the Call Allies trigger to call for specific ally attacks. For example:

Slow Control = Telekenesis + Slow Beam

Fiery Slash = Feral Slash + Ignite

Heads-Up Display (HUD)

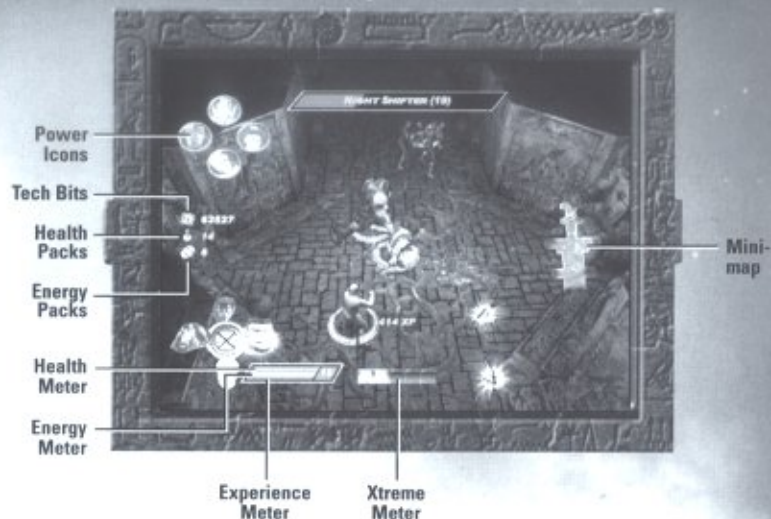
The HUD is optimized to allow control over your entire party. The faces that appear in the HUD are configured in four positions, each represented by a direction on the directional pad. Press in any direction on the directional pad to get instant control of the corresponding *X-Men* character.

Health Meter—The current health of the selected *X-Men* character.

Energy Meter—The current energy of the selected *X-Men* character.

Experience Meter—The level of experience approaching the next level.

Xtreme Meter—Fill up the four segments of the Xtreme Meter to light up and enable Xtreme powers.



Saving the Game & Xtraction Points

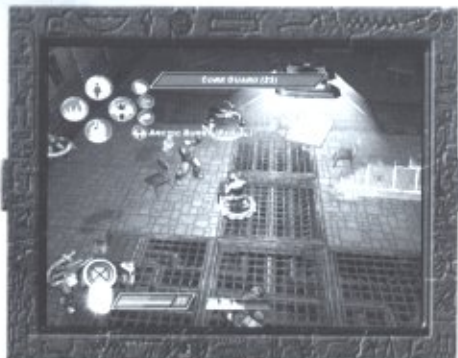


You are able to traverse missions and acts, as well as save your progress and access your team roster, using Xtraction Points. In fact, doing so is very valuable to complete every objective and locate every hidden item. Select **Xtract** to view the world map and travel instantly to any other active Xtraction point in the game.

In-Game Power Switching

All the characters in *X-Men Legends II: Rise of Apocalypse* have more than four powers, but there are only four face buttons on your controller. To access *X-Men* character powers, you need to master in-game power switching. In-game power switching lets you access all unlocked hero powers instantaneously!

To activate in-game power switching, pull and hold the Superpower Selector trigger. While holding down this trigger, press the different directions on the directional pad to toggle through your list of hero powers and assign them to the respective buttons.



Automatic Leveling Up

The all new in-game intelligence system allows you to manage and fully customize your team's leveling up and skill development. This system is fully customizable for every character, so you can have totally customized settings for all 16 characters. When your characters gain sufficient experience to level up for the first time, you'll be prompted with the selection menu. From this menu, you can customize how the game allocates skill points, stat points and gear. You can also do this at any time from the team management menu.

Stats & Skills

Leveling up is part of any RPG experience. When a character has accrued enough experience, he or she will gain a new level. You'll know a character has leveled up when you see a double-helix gene around the selection icon at the character's feet. Don't hesitate to enter the menu and level up so you can add points to your character's **stats** and **skills**.

Stats

Stats are basic traits shared by all Mutants: body, focus, strike and speed.

Body—Increases your health points (HP) and chance for double health from potions.

Focus—Increases your energy points (EP), energy regeneration, melee mental damage and chance for double energy from potions.

Strike—Increases the damage (DMG) you do with melee attacks.

Speed—Increases your Attack Rating (ATK) and Defense Rating (DEF).

AI

AI Heal (when full)—Indicates if potions will be used when you run over them without having full health. Helps you from leaving health behind.

AI Heal (4 types)—Allows AI to automatically heal teammates using remaining health packs when their health is below a certain level (as long as there are more than two packs remaining).

Note: This setting affects all AI-controlled X-Men.

Never—AI will not use any health packs no matter how much health is remaining.

Less than 20%—AI will use a health pack when a teammate is below 20% of maximum health.

Less than 40%—AI will use a health pack when a teammate is below 40% of maximum health.

Less than 80%—AI will use a health pack when a teammate is below 80% of maximum health.

AI Mode (3 types)—Determines actions of teammates who are not controlled by a human player.

Aggressive—Always attacks your target immediately.

Normal—Attacks when the opportunity arises.

Defensive—Stays away from enemies, attacking only when attacked.



"Hey bub, I'm going to bust you up. Arrrrgh!"
—Wolverine

AI Skill—Determines the Mutant power used by teammates on a targeted enemy when the Call Allies button is pressed (Xtreme Power not selectable).

AI Auto-Trait—Allows the AI to allocate stat points automatically when you level up.

AI Auto-Skills—Allows the AI to allocate skill points automatically when you level up.

AI Auto-Equip—Allows the AI to distribute and don equipment automatically when you level up.

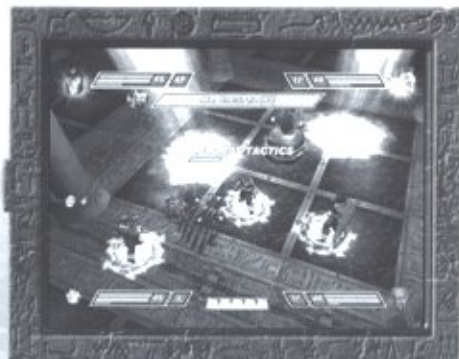
Skills

Skills are unique to your character, and measure your ability to use your Mutant craft in various ways. Some of your skills are active, which means you must perform a special action to use your power. Other skills are passive, meaning your powers go into effect automatically.



Every character has multiple tiered powers, which become more powerful as you assign points to them. To see what powers you need to unlock, view the skill list in the Skills menu. Grayed-out powers have a prerequisite, which means you must fill a certain number of skill slots in the base power or achieve a certain level to upgrade to the next tier.

Upgrading Mutant powers—Assigning points to an existing skill increases the potency of that skill.



Acquiring new Mutant powers—Assigning points in a new power or unlocking the next tier of a power unlocks that power at the base level of ability.

Boosts, or skills that bolster your attributes either offensively or defensively, appear on the affected character in the game.

Passive skills, such as Mutant Mastery, are always in effect, regardless of whether the character is selected.

Xtreme Powers



Every hero has the potential to unlock ultimate versions of his basic powers. These powers don't use Mutant energy, but instead use Xtreme tokens. Once you've unlocked skills and collected four tokens, your Xtreme powers will be enabled. Xtreme powers are always activated by holding the Superpower Selector trigger then pressing the **Y** button.

Items & Equipment

Equipment is worn by each *X-Men* character to enhance his or her abilities and is always in effect as long as it's equipped.



"Do you think Sunfire will let me borrow his mask? It was really useful against the Sentinels on Asteroid M."
— Iceman

There are three types of equipment you can use.



Belts—Add to defense rating



Armor—Adds to defense rating



Gloves—Add to attack rating

Enhanced Equipment—Occasionally you'll find equipment that's been enhanced through technology or Mutant powers.

Rare Equipment—Rare equipment has a much smaller chance of appearing in the world, but adds significant stat boosts to a character when equipped.

Unique Equipment—The most powerful and uncommon equipment in the game is unique equipment. These enhanced items have unique names and special attributes that never change.

Health Packs—These replenish the health of your currently selected hero. The maximum number of health packs you can carry at level 1 is 10.

Energy Packs—These replenish the energy of your currently selected hero. The maximum number of energy packs you can carry at level 1 is 10.

Purchasing Items

You can purchase items from both Beast and Forge. When there's a piece of equipment you need, Forge and Beast can easily get the job done. All they need in return are mechanical parts, known as "tech bits," which are used to make the items. Forge and Beast can provide unique or rare items as well as more mundane armor and enhancers. The more valuable the item, the more it'll cost you.



**"Hey Forge, I need something to keep Magneto from ripping my Adamantium skeleton out again."
—Wolverine**

Town Centers

The clash with Apocalypse keeps the X-Men constantly on the run as they battle around the globe. To manage their travels easier, Xavier has established five unique bases for operations. In these headquarters, you can load missions, get objectives, talk to non-playable characters, visit the Danger Room and customize your team members for various missions.

Danger Room

Training—Complete a number of pre-set challenges for an experience reward.

Sparring—Compete against the CPU in a race against the clock. This mode unlocks when you reach level 6 in Story mode.

Records—View your high scores and character rankings for sparring challenges.

Skirmish—Compete against other players in various combat games. These modes unlock when you reach level 16 in campaign mode.

- **Brawl**—Engage in combat with other players for a predetermined amount of time.
Lives: unlimited.
- **King of the Hill**—Compete with other players to remain king for a predetermined amount of time.
Lives: unlimited.
- **Last Man Standing**—Engage in combat with other players until all but one is defeated.
Lives: 4.
- **Last Man Ladder**—Engage in combat with other players until all but one is defeated. With each progressive knockout, your power level increases.
Lives: 4.



Multiplayer

So you want to play with a friend? At any time during your single-player adventure, plug in an extra game controller and posse up! Up to four players can join in on the action at once. But be careful—the enemies will be tougher!



Co-op Mode

When the **START** button is pressed on the second controller, the HUD divides into four parts, one for each *X-Men* character available on the team. You're still able to switch to a free *X-Men* character on your team at any time by pressing the correct direction on the control pad. When playing with three other players, you are unable to swap characters.

Xbox Live®

Take *X-Men Legends II: Rise of Apocalypse* Beyond the Box

Xbox Live is a high speed or broadband Internet gaming community where you can create a permanent gamer identity, set up a Friends List with other players, see when they're online, and receive invitations to play games. For games with multiplayer mode, invite your friends to play and talk to them in real time when you play.

Connecting

Before you can use the *Xbox Live* service, you need to connect your Xbox® console to a high-speed or broadband Internet connection and sign up for the *Xbox Live* service. To determine if *Xbox Live* is available in your region and for information on connecting, go to www.xbox.com/connect.

In order to play *X-Men Legends II: Rise of Apocalypse* online, you will need a dedicated broadband connection to the Internet with at least 128kbps upload bandwidth and 128kbps download bandwidth.

Sharing your network connection among multiple computers or game consoles may reduce your bandwidth and cause instability when playing online. If you are unsure about the bandwidth of your broadband connection, please check with your service provider. For the best experience, plug your Internet connection from your broadband (DSL or cable) modem directly into your game system. Because of huge variations in routers, not all routers are supported by this product.

Quick Match

Proceed directly into a game session.

OptiMatch

Select your preferred game options to view a list of available games to join.

Create a Match

Set up a game for other players to join.

Campaign—Set up a new 2–4 player campaign with level 1 characters.

Skirmish Mode—Set up a 2–4 player battle royale with friends. Only available if you've achieved level 16 in Story mode.

Load Saved Campaign—Continue your saved game with friends online.

Options

Pause Menu

Objectives—

The list of objectives to be completed.

Team Management—

View/customize character stats, Mutant powers and power-up items.

Blink Portal—Use the Blink Portal to transport back to the nearest town center.



Map (three types)—Choose the type of map to be used during gameplay.

Hidden—Remove the map from the screen.

Small—Display a small mini-map on the right side of the screen.

Large—Display a large map in the center of the screen.

Automap—View the entire map to locate objectives.

Options

Effects Volume—Adjust the volume of background sound effects.

Music Volume—Adjust the volume of background music.

Music—Turn background music on or off.

View Angle—Select the overhead camera angle between steep, normal and close.

View Cycle—Turn the ability to change the camera angle on or off.

View Follow—Turn the Camera Follow option on or off.

View Shake—Turn Camera Shake on or off.

Subtitles—Turn on subtitles for cinematics.

Vibration—Turn the vibration feature on or off.

Accept—Accept and save your changes.

Players (multiplayer only)—Activate or deactivate other controllers for use in multiplayer games.

Load Game—Load a previously saved game.

Quit Game—Exit to Main Menu.

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another 34%
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Introducing all the new Raven babies born during

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Ricardo Biriba
Corey Butler
Sze Chan
Sebastien Chort
Zack Cork
Willi Hammes
Ian Joyner
Alex Litichinko
Barrett Meeker
Tuan Ngo
Tim Wallace

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Sze Chan
Bryan Hillestad
Jon Jordan
Barrett Meeker
August Wartenberg
Jeff Wilson

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Samir Patel
Derron Ross
Davy Sabbe
George Schermer
August Wartenberg
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Onur Yeldan

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Corey Butler
Sebastien Chort

Willi Hammes
David Ortiz
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Laurent Pierlot
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Mocap Talent
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Christopher Hicks
Vanessa Vander Pluym
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CRI MIDDLEWARE, LTD

Video Compression & Playback

VICARIOUS VISIONS

Alchemy Game Engine

Sound Engine
Michael Constant

ASSOCIATED PRODUCTION MUSIC

Composer
Gregor Narholz

Key Account Director
Rob Cairns

President
Adam Taylor

Voiceover Recorded at:
Salami Studios, LLC

Casting & Voice Direction
Kris Zimmerman

VOICE TALENT

Professor Charles Xavier
Patrick Stewart

Mystique
Grey DeLisle

Garak, Living Monolith
Dwight Schultz

Nightcrawler
Dee Bradley Baker

Sabretooth, Blob, Holocaust
Peter Lurie

Rogue
Cat Taber

Havok
Scott Holst

Blink
Tara Strong

Storm
Dawnn Lewis

Sebastian Shaw
Alan Shearman

Angel
Dave Wittenberg

Jean Grey
Leigh-Allyn Baker

Juggernaut
John DiMaggio

Mister Sinister, Stryfe
Dan Riardan

Sunfire
James Sie

Gambit, Mikhail
Scott McDonald

Bastion
Alistair Duncan

Iceman, Sugarman
James Arnold Taylor

Apocalypse
Richard McGonagle

Magneto
Richard Greene

Pyro, Sauron, Deadpool
John Kassir

Lady Deathstrike, Kitty Pryde
Kim Mai Guest

Banshee, Abyss
Quinton Flynn

Grizzly
Keith Ferguson

Ironman, Ka-Zar
John Cygan

Scarlet Witch, Stepford Sisters
Jennifer Hale

Colossus, James Hudson
Jim Ward

Toad, Zenot
Armin Shimmerman

Bishop, Nick Fury
Khary Payton

Wolverine, Omega Red
Steve Blum

Forge
Lou Diamond Phillips

Beast
Richard Doyle

Cyclops
Josh Keaton

Moiré McTaggart
Jane Carr

Heather Hudson, Destiny
Marsha Clark

Black Queen
Jeannie Elias

Shanna
Masasa Moyo

Emma Frost
Bobby Holliday

Additional Voices
Dan Hay

Eric Biessman
Zachary Quarles
Kris Zimmerman
Tom Kane

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